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5 San Francisco, California 94104
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11 Hollywood, California 90028
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13 Attorneys for Plaintiff
14 CHURCH OF SCIENTOLOGY INTERNATIONAL
15

RECEIVED

AUG 12 1993

HUB LAW OFFICES

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 FOR THE COUNTY OF LOS ANGELES

18 CHURCH OF SCIENTOLOGY) Case No. BC 084642
19 INTERNATIONAL, a California)
20 not-for-profit religious)
21 corporation;) PLAINTIFF'S FIRST REQUEST
22) FOR THE PRODUCTION OF
23 Plaintiff,) OF DOCUMENTS BY DEFENDANT
24) GERALD ARMSTRONG
25 vs.)
26)
27)
28 GERALD ARMSTRONG; THE GERALD)
ARMSTRONG CORPORATION, a)
California corporation; DOES)
1-25 INCLUSIVE)
Defendants.)

29 DEMANDING PARTY: Plaintiff Church of Scientology International

30 RESPONDING PARTY: Defendant Gerald Armstrong

31 SET NO.: 1

32 Plaintiff Church of Scientology International ("plaintiff")
33 demands, pursuant to C.C.P. §2031, that defendant, Gerald
34 Armstrong, produce the items described below, for inspection and
35 copying by plaintiff's attorneys, on September 14, 1993 at 10:00
36 a.m. at the offices of Wilson, Ryan & Campilongo, located at 235

1 Montgomery Street, Suite 450, San Francisco, California 94104.

2 DEFINITIONS AND EXPLANATIONS:

3 1. As used herein, the term "document" includes all
4 written, typewritten, printed and graphic materials of whatever
5 kind or nature, including, but not limited to, correspondence,
6 notes, memoranda, telegrams and cables, telexes, telecopies,
7 panafaxes, publications, contracts, agreements, insurance
8 policies, minutes, offers, analyses, projections, treatments,
9 studies, books, papers, records, reports, lists, calendars,
10 diaries, statements, complaints, filings with any court, tribunal
11 or governmental agency, corporate minutes, partnerships,
12 agreements, ledgers, transcripts, summaries, agendas, bills,
13 invoices, receipts, estimates, evaluations, personnel files,
14 certificates, instructions, manuals, bulletins, advertisements,
15 periodicals, accounting records, checks, check stubs, check
16 registers, canceled checks, money orders, negotiable instruments,
17 sound recordings, films, photographs, mechanical or electronic
18 recordings, tapes, transcriptions, blueprints, computer programs
19 and data, data processing cards, x-rays, laboratory reports and
20 all other medical tests and test results.

21 2. As used herein, the term "document" further means all
22 writings, originals and duplicates as defined in California
23 Evidence Code Sections 250, 255 and 260, whether in draft or
24 otherwise, including but not limited to, copies and non-identical
25 copies (whether different from the originals because of notes or
26 marks made on or attached to said copies or otherwise).

27 3. The words "and" and "or" as used herein shall both mean
28 "and/or."

1 4. The term "you" as used herein means defendant Gerald
2 Armstrong, his employees, agents, representatives, attorneys, or
3 assigns.

4 DOCUMENTS AND THINGS TO BE PRODUCED:

5 1. All correspondence of any kind received by you or the
6 Gerald Armstrong Corporation from the Cult Awareness Network, its
7 employees, agents, representatives, attorneys, officers,
8 directors or assigns, after December 6, 1986, which relates to or
9 concerns the plaintiff, Scientology, or any of the entities or
10 individuals listed or referred to in paragraph 1 of the "Mutual
11 Release of All Claims and Settlement Agreement" of December,
12 1986;

13 2. All correspondence of any kind sent by you or the
14 Gerald Armstrong Corporation to the Cult Awareness Network, its
15 employees, agents, representatives, attorneys, officers,
16 directors or assigns, after December 6, 1986, which relates to or
17 concerns the plaintiff, Scientology, or any of the entities or
18 individuals listed or referred to in paragraph 1 of the "Mutual
19 Release of All Claims and Settlement Agreement" of December,
20 1986;

21 3. All correspondence of any kind received by you or the
22 Gerald Armstrong Corporation from Jerry and/or Hannah Whitfield,
23 their employees, agents, representatives, attorneys, or assigns,
24 after December 6, 1986, which relates to or concerns the
25 plaintiff, Scientology, or any of the entities or individuals
26 listed or referred to in paragraph 1 of the "Mutual Release of
27 All Claims and Settlement Agreement" of December, 1986;

28 4. All correspondence of any kind sent by you or the

1 Gerald Armstrong Corporation to Jerry and/or Hannah Whitfield,
2 their employees, agents, representatives, attorneys, or assigns,
3 after December 6, 1986, which relates to or concerns the
4 plaintiff, Scientology, or any of the entities or individuals
5 listed or referred to in paragraph 1 of the "Mutual Release of
6 All Claims and Settlement Agreement" of December, 1986;

7 5. All documents which in any way constitute, discuss,
8 mention, concern, relate or refer to that videotaped interview
9 which you provided to Jerry Whitfield in November, 1992;

10 6. All documents which in any way constitute, discuss,
11 mention, concern, relate or refer to that document shown on
12 Entertainment Television's "Entertainment Tonight" on August 5,
13 1993, and bearing the designation: "ONE HELL OF A STORY An
14 Original Treatment Written for Motion Picture Purposes Created
15 and Written by Gerald Armstrong;"

16 7. All documents which in any way constitute, mention,
17 concern, relate or refer to any motion picture, documentary,
18 video treatment, teleplay, screenplay, article, story, treatment,
19 project or script prepared by you which contains any reference to
20 plaintiff, Scientology, or any of the entities or individuals
21 listed in paragraph 1 of the "Mutual Release of All Claims and
22 Settlement Agreement" of December, 1986;

23 8. All correspondence of any kind received by you or the
24 Gerald Armstrong Corporation from Entertainment Television, its
25 employees, agents, representatives, attorneys, officers,
26 directors or assigns, after December 6, 1986, which relates to or
27 concerns the plaintiff, Scientology, or any of the entities or
28 individuals listed or referred to in paragraph 1 of the "Mutual

1 Release of All Claims and Settlement Agreement" of December,
2 1986;

3 9. All correspondence of any kind sent by you or the
4 Gerald Armstrong Corporation to Entertainment Television, its
5 employees, agents, representatives, attorneys, officers,
6 directors or assigns, after December 6, 1986, which relates to or
7 concerns the plaintiff, Scientology, or any of the entities or
8 individuals listed or referred to in paragraph 1 of the "Mutual
9 Release of All Claims and Settlement Agreement" of December,
10 1986;

11 10. All correspondence of any kind sent by you or the
12 Gerald Armstrong Corporation to anyone which in any way
13 discusses, mentions, concerns, relates or refers to that document
14 shown on Entertainment Television's "Entertainment Tonight" on
15 August 5, 1993, and bearing the designation: "ONE HELL OF A STORY
16 An Original Treatment Written for Motion Picture Purposes Created
17 and Written by Gerald Armstrong;"

18 11. All correspondence of any kind received by you or the
19 Gerald Armstrong Corporation from anyone which in any way
20 discusses, mentions, concerns, relates or refers to that document
21 shown on Entertainment Television's "Entertainment Tonight" on
22 August 5, 1993, and bearing the designation: "ONE HELL OF A STORY
23 An Original Treatment Written for Motion Picture Purposes Created
24 and Written by Gerald Armstrong;"

25 12. All correspondence of any kind sent by you or the
26 Gerald Armstrong Corporation to anyone which in any way
27 discusses, mentions, concerns, relates or refers to any document
28 authored by you, in whole or in part, including but not limited

1 to manuscripts, screenplays, motion picture treatments,
2 "fictionalizations," plays, articles, or scripts, which discuss,
3 mention, concern, relate, or refer to the plaintiff, Scientology,
4 or any of the entities or individuals listed or referred to in
5 paragraph 1 of the "Mutual Release of All Claims and Settlement
6 Agreement" of December, 1986;

7 13. All correspondence of any kind received by you or the
8 Gerald Armstrong Corporation from anyone which in any way
9 discusses, mentions, concerns, relates or refers to any document
10 authored by you, in whole or in part, including but not limited
11 to manuscripts, screenplays, motion picture treatments,
12 "fictionalizations," plays, articles, or scripts, which discuss,
13 mention, concern, relate, or refer to the plaintiff, Scientology,
14 or any of the entities or individuals listed or referred to in
15 paragraph 1 of the "Mutual Release of All Claims and Settlement
16 Agreement" of December, 1986.

17 Dated: August 10, 1993

BOWLES & MOXON

18
19 By: 

Laurie J. Bartilson

20
21 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

22 Attorneys for Plaintiff
23 Church of Scientology
International
24

25 H:\ARMSTRON\NEWRTPS
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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Hollywood, California 90028.

On August 10, 1993, I served the foregoing document described as PLAINTIFF'S FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS BY DEFENDANT GERALD ARMSTRONG on interested parties in this action

- [] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;
- [X] by placing [] the original [X] a true copy thereof in sealed envelopes addressed as follows:

GERALD ARMSTRONG
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

THE GERALD ARMSTRONG CORPORATION
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

[X] BY MAIL

- [] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.
- [X] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be

deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on August 10, 1993 at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State

Type or Print Name

Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)